

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
JOSE LUIS BELLO PAULINO,

:

Plaintiff, : ORDER

-v.-

:

22 Civ. 8724 (GWG)

S & P MINI MARKET CORP. et al.,

:

Defendants.

:

-----x

GABRIEL W. GORENSTEIN, UNITED STATES MAGISTRATE JUDGE

The Court has further considered the procedure that plaintiff must use to effectuate what he contends is a settlement of this matter that obviates the jury's verdict. It is unclear what motion plaintiff contemplates in his letter of January 21, 2025 (Docket # 103) when he refers to a "motion to vacate the judgment/jury verdict." The Court believes that Fed. R. Civ. P. 59 does not apply because plaintiff is not seeking a new trial and that Fed. R. Civ. P. 60 does not apply because no judgment or order has been entered.

Rather, the proper vehicle appears to be a motion to enforce the purported settlement. See Meetings & Expositions, Inc. v. Tandy Corp., 490 F.2d 714, 717 (2d Cir. 1974). ("[a] district court has the power to enforce summarily, on motion, a settlement agreement reached in a case that was pending before it."); see also Conway v. Healthfirst, Inc., 2024 WL 5359849 (S.D.N.Y. Aug. 8, 2024) (discussing the law applicable to such a motion). The Court also believes that this case will proceed in a more orderly fashion if the Court sets a deadline for such a motion.

Accordingly, plaintiff shall make any motion to enforce the settlement agreement by the deadline set forth in Docket # 104, that is, February 28, 2025. Briefing thereafter shall be in accordance with paragraph 2.B of the Court's Individual Practices.

SO ORDERED

Dated: January 30, 2025
New York, New York



GABRIEL W. GORENSTEIN
United States Magistrate Judge